

**This Page is Inserted by IFW Indexing and Scanning  
Operations and is not part of the Official Record**

**BEST AVAILABLE IMAGES**

Defective images within this document are accurate representations of the original documents submitted by the applicant.

Defects in the images include but are not limited to the items checked:

- ☐ **BLACK BORDERS**
- ☐ **IMAGE CUT OFF AT TOP, BOTTOM OR SIDES**
- ☐ **FADED TEXT OR DRAWING**
- ☐ **BLURRED OR ILLEGIBLE TEXT OR DRAWING**
- ☐ **SKEWED/SLANTED IMAGES**
- ☐ **COLOR OR BLACK AND WHITE PHOTOGRAPHS**
- ☐ **GRAY SCALE DOCUMENTS**
- ☐ **LINES OR MARKS ON ORIGINAL DOCUMENT**
- ☐ **REFERENCE(S) OR EXHIBIT(S) SUBMITTED ARE POOR QUALITY**
- ☐ **OTHER:** \_\_\_\_\_

**IMAGES ARE BEST AVAILABLE COPY.**

**As rescanning these documents will not correct the image problems checked, please do not report these problems to the IFW Image Problem Mailbox.**

50



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office  
Address: COMMISSIONER FOR PATENTS  
P.O. Box 1450  
Alexandria, Virginia 22313-1450  
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/717,856	11/21/2000	James E. Hanson	YOR-2000-0426US1	8479

7590

08/16/2004

Harry F. Smith, Esq.  
Ohlandt, Greeley, Ruggiero & Perle, L.L.P.  
One Landmark Square, 10th Floor  
Stamford, CT 06901-2462

EXAMINER

PATEL, ASHOKKUMAR B

ART UNIT PAPER NUMBER

2154

DATE MAILED: 08/16/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

50

## Office Action Summary

**Application No.**

09/717,856

**Applicant(s)**

HANSON, JAMES E.

**Examiner**

Ashok B. Patel

**Art Unit**

2154

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 17 May 2004.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-26 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-26 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_.
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: \_\_\_\_\_.

### **DETAILED ACTION**

1. Claims 1-26 are subject to examination.

#### ***Response to Arguments***

2. Applicant's arguments filed May 17, 2004 have been fully considered but they are not persuasive for the following reasons:

- a. In response to the applicant's argument that "The Examiner states that Woolston "teaches to query another consignment nodes) (another directory service agent as current directory service agent) and repeat the step of querying and adding" citing the passage at column 7, lines 55-60. This passage does not support the statement. The passage merely concerns the local consignment.", the reference Woolston teaches the modes such as "market mode", "agent mode", and consignment mode" and their respective functions in col.3, lines 20-32. And, as such, as stated in the office action under Referring to claims 1-3 and 16, in agent mode, teaches to query another consignment node(s) (another directory service agent as current directory service agent) and repeat the step of querying and adding. (col.7, lines 18-23).

- b. In response to the applicant's argument "The Examiner then concludes that it would have been obvious to one of ordinary skill to modify Woolston to perform these steps in view of the Official Notice. The Official Notice taken is "that both the concept and advantages of providing to repeat the steps of querying consignment nodes) (directory service agent) and adding search results or terminating the search as being done 'selectively' is well known and expected in the art. This conclusion is erroneous." Throughout the office action, the official notice is taken and emphasized on

Art Unit: 2154

the word in the claim 1, "selectively". The reference Jae-Yong Lee is included herewith to substantiate the teachings of an official notice. The reference teaches directory service agent for resource access (page 1403, right column, para. III). The reference also teaches "the navigator process of directory service agent generates lists, if it found resources which are equal to URI of a query message in its own URI repository". (page 1404, left column, para. II). The reference also teaches " if the navigator of directory service agent cannot find the position information of resources matching the URI of the query message, in its own host, a query message is sent to another navigator of directory service agent." This is done "selectively" as it is asserted by the reference by stating "users select navigation information" on page 1404, right column, para. 2.

c. In response to the applicant's argument "Second, the Examiner fails to identify any "advantages" of repeating the steps. Therefore, the "advantages" portion of the Official Notice is a conclusion, rather than a fact, and has no probative value. Third, the "and expected in the art" portion of the Official Notice is a conclusion and not a probative fact. ", the advantages of the official notice are stated as "selectively such that the search is carried out to find specific consignment node(s) (directory service agent) related to a specific class of goods since a local consignment node user may charge participants for agent requests as taught by the reference." in the office action under Referring to claims 1-3.

d. In response to applicant's argument that the examiner's conclusion of obviousness is based upon improper hindsight reasoning, it must be recognized that any judgment on obviousness is in a sense necessarily a reconstruction based upon

Art Unit: 2154

hindsight reasoning. But so long as it takes into account only knowledge which was within the level of ordinary skill at the time the claimed invention was made, and does not include knowledge gleaned only from the applicant's disclosure, such a reconstruction is proper. See *In re McLaughlin*, 443 F.2d 1392, 170 USPQ 209 (CCPA 1971).

***Claim Rejections - 35 USC § 103***

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

4. Claims 1-7, 10,11,16-18, 21 and 22 are rejected under 35 U.S.C. 103(a) as being unpatentable over Woolston (US 6,085,176) and in view of "Official Notice".

**Referring to claim 1,**

The reference teaches the consignment node as being a computer database (a current directory service agent) (col.2, lines 29-31). It also teaches that the agent mode allows the user to initiate the search its local database (previously constructed list of directory service agents) to find the agents search request for matching consignment nodes (matching software agents), responds with the request (adding any new matching software agents to a list of matching software agents) and terminates the session. (col.14, lines 55-60). The reference also teaches to query another consignment node(s) (another directory service agent as current directory service agent) and repeat the step of querying and adding. (col.7, lines 18-23). The reference explicitly fails to teach to

Art Unit: 2154

repeat the steps of querying consignment node(s) (directory service agent) and adding search results or terminating the search as being done "selectively". "Official Notice" is taken that both the concept and advantages of providing to repeat the steps of querying consignment node(s) (directory service agent) and adding search results or terminating the search as being done "selectively" is well known and expected in the art. Therefore, it would have been obvious for one in ordinary skill in the art at the time the invention was made to modify Woolston to perform these steps selectively such that the search is carried out to find specific consignment node(s) (directory service agent) related to a specific class of goods since a local consignment node user may charge participants for agent requests as taught by the reference.

**Referring to claim 2,**

The reference teaches the consignment node as being a computer database (a current directory service agent) (col.2, lines 29-31). It also teaches that the agent mode allows the user to initiate the search its local database (current directory service agent) to find the agents search request for a list of other consignment nodes (directory service agents)((col.7, lines 18-23), responds with the request (adding any new directory service agents to a list of other directory service agents) and terminates the session (col.14, lines 55-60). The reference also teaches to query another consignment node(s) (another directory service agent as current directory service agent) and repeat the step of querying and adding. (col.7, lines 18-23). The reference explicitly fails to teach to repeat the steps of querying consignment node(s) (directory service agent) and adding search results or terminating the search as being done "selectively". "Official Notice" is

Art Unit: 2154

taken that both the concept and advantages of providing to repeat the steps of querying consignment node(s) (directory service agent) and adding search results or terminating the search as being done "selectively" is well known and expected in the art. Therefore, it would have been obvious for one in ordinary skill in the art at the time the invention was made to modify Woolston to perform these steps selectively such that the search is carried out to find specific consignment node(s) (directory service agent) related to a specific class of goods since a local consignment node user may charge participants for agent requests as taught by the reference.

**Referring to claims 3, 4 and 5,**

The reference teaches to initiate the search procedure and queries local consignment node database (a current directory service agent) for a list of other matching consignment nodes (software agents) that match at least one search criteria (col.7, lines 20) and respond back with search results. The reference also teaches to generate an agent communication message to each consignment node on the list and begins to establish communications to the other consignment nodes (query the local consignment node database (a current directory service agent) for a list of other directory service agents). (col7, lines 20-23). The reference also teaches that if the local consignment node database (current directory service agent) is not up to date, the agent message between consignment nodes begins coordinating or reconciling the database on each consignment node of the locations and/or address of other consignment node. (adding any new directory service agents to a list of directory service agents). (col.7, lines 23-31). The reference teaches searching the reconciled local consignment node database



Art Unit: 2154

(current directory service agent)(col.7, lines 32-37) and an ability of agent handler to terminate the search request (col.14, lines 55-60). The reference explicitly fails to teach to repeat the steps of querying consignment node(s) (directory service agent) and adding search results or terminating the search as being done "selectively" as well as with any "determination" conditions whether to query or not to query the consignment node (current directory service agent). "Official Notice" is taken that both the concept and advantages of providing to repeat the steps of querying consignment node(s) (directory service agent) and adding search results or terminating the search as being done "selectively" as well as with any "determination" conditions whether to query or not to query the consignment node is well known and expected in the art. Therefore, it would have been obvious for one in ordinary skill in the art at the time the invention was made to modify Woolston to perform these steps "selectively" as well as by adding the search "determining" conditions such that the search is carried out to find specific consignment node(s) (directory service agent) related to a specific class of goods since a local consignment node user may charge participants for agent requests as taught by the reference.

**Referring to claims 6 and 7,**

With keeping in mind the teachings of the reference as stated above, the reference also teaches of a certain consignment nodes to become a dominant market maker for a particular class of goods (col.2, lines 44-49). The reference also teaches once the agents has provided search results back to the agent originating consignment node (current directory service agent), the search results can give the total number of

Art Unit: 2154

matching items found and thus, an indication of the depth of the market. The reference clearly teaches that the search will be charged according to the agent requests. (col.7, lines 49-57). Thus, although the reference teaches the charges can incur if the user wishes to locate a certain good in a dominant market maker, user has to consider the cost associated with it as well as the number of consignment nodes (current directory service agents) to be searched, the reference explicitly fails to teach to consider on information concerning the current directory service agent, on resources so far expended on the search, on available resources, characteristics of the entries in the list of matching software agents and on a number of directory service agents that have been queried when determining to query the consignment nodes (current directory service agents). "Official Notice" is taken that both the concept and advantages of providing to consider on information concerning the current directory service agent, on resources so far expended on the search, on available resources, characteristics of the entries in the list of matching software agents and on a number of directory service agents that have been queried when determining to query the consignment nodes is well known and expected in the art. Therefore, it would have been obvious for one in ordinary skill in the art at the time the invention was made to modify Woolston to include the claimed considerations such that cost associated with the considerations indicated above can increase the purchase price of the specific goods. The cost associated with search considerations cannot be more than a certain percentage of the cost of the goods pertaining to certain class.

**Referring to claims 10 and 11,**

Art Unit: 2154

Keeping in mind the teachings of Woolston, the reference teaches that the consignment node (directory service agent) can search its own database for the request and/or generate agents to search and report the search-findings.(col.3, lines 29-32). The reference also teaches that the initialization occurs for the different operations in the consignment node (directory service agent) to receive the information.(col.10, lines 11-12). The reference also teaches that the user can invoke a consignment agent to search the network of consignment nodes when the searcher can provide the search parameter. However, the reference fails to teach to initiate the search procedure as claimed for directory service agent (consignment node) or software agent as being directory service agent (matching consignment nodes). "Official Notice" is taken that both the concept and advantages of providing for initialization of the list of directory service agents with default information, clearing the list of matching software agents, and selecting the current directory agent from the initialized list of directory service agents or to include initialization of the list of directory service agents and the list matching software agents with information maintained by the directory service agent, and selecting the current directory agent from the initialized list of directory service agents is well known and expected in the art. Therefore, it would have been obvious for one in ordinary skill in the art at the time the invention was made to modify Woolston to include initialization of the list of directory service agents with default information, clearing the list of matching software agents, and selecting the current directory agent from the initialized list of directory service agents or to include initialization of the list of directory service agents and the list matching software agents with information

Art Unit: 2154

maintained by the directory service agent, and selecting the current directory agent from the initialized list of directory service agents such that the user can choose whether he or she would like to have the readily available list of the matching software or start the new search over again by clearing the list of matching software and with default information. This choice is presented to the user because the user can be charged for agent requests that are created by the search as taught by the reference.

**Referring to claim 16,**

Claim 16 is a claim to a data communication system comprising a communications network that couples together processor nodes of claim 3. Therefore, claim 16 is rejected for the reasons set forth in above paragraph for claims 3,4 and 5.

**Referring to claims 17 and 18,**

Claims 17 and 18 are claims to a system of claims 6 and 7. Therefore, Claims 17 and 18 are rejected for the reasons set forth in above paragraph for claims 6 and 7.

**Referring to claims 21 and 22,**

Claims 21 and 22 are claims to a system of claims 10 and 11. Therefore, Claims 21 and 22 are rejected for the reasons set forth in above paragraph for claims 10 and 11.

5. Claims 8,9 12-15, 19, 20, and 23-26 are rejected under 35 U.S.C. 103(a) as being unpatentable over Woolston (US 6,085,176) and "Official Notice" in view of Blevins (US 6,418,463).

**Referring to claims 8 and 9,**

Keeping in mind the teachings of Woolston, the reference fails to teach attempting to negotiate acceptable terms with the consignment nodes (current directory service

Art Unit: 2154

agents). The reference Blevins teaches a contract based mobile software agent (MSA) for use between a user and host computer to permit a defined, secure and accountable access for the host computer by a user. (Abstract). The reference also teaches that the agent message code of MSA is capable of offering initial terms and negotiation on behalf of the user. (col.3, lines 23-27). The MSA is also configured to re-negotiate or re-present terms when previous terms are rejected.(col.4, lines 44-46). Therefore, it would have been obvious for one in ordinary skill in the art at the time the invention was made to modify Woolston by adding the MSA of Blevins such that when the query to the consignment nodes (current directory service agents) current directory services are made for the list of other software agents or the list of other directory service agents, the considerations with associated costs can be negotiated since the charges are associated with the agent requests as taught by Woolston.

**Referring to claims 12,13,14 and 15,**

Keeping in mind the teachings of Woolston, the reference teaches that the consignment agent can charge the user for agent requests. (col.7, lines 55-56), thereby it is inferred that that involves the cost of carrying the local consignment node database(list of directory service agent). Also, the reference teaches that the update of the lists (databases) can be done if desired (col.7, lines 26-34). However, the reference fails to teach attempting to negotiate acceptable terms with the consignment nodes (current directory service agents). The reference Blevins teaches a contract based mobile software agent (MSA) for use between a user and host computer to permit a defined, secure and accountable access for the host computer by a user. (Abstract). The

Art Unit: 2154

reference also teaches that the agent message code of MSA is capable of offering initial terms and negotiation on behalf of the user. (col.3, lines 23-27). The MSA is also configured to re-negotiate or re-present terms when previous terms are rejected.(col.4, lines 44-46). The reference also teaches that The ADAM program residing on the host (first and second directory service agents) is capable of rejecting or accepting a contract offer (col.4, lines 22-24). Therefore, it would have been obvious for one in ordinary skill in the art at the time the invention was made to modify Woolston by adding the Blevin's MSA's capabilities such that the first directory service agent can contact the second directory service agent, or by just adding the Blevin's capability to Woolston such that any of the directory service agents with Blevins MSA can acts as an intermediary agent (third directory service agent) contacting the second directory service agent for listing the first directory service agent, may that be a simple request or a solicitation and may that result in an acceptance or refusal. The acceptance or refusal to list the directory service agent depends on the business decision that the listing directory service agent will have to make based on the cost to carry the listing and, what a directory service agent charge to the users as taught by Woolston.

**Referring to claims 19 and 20,**

Claims 19 and 20 are claims to a system of claims 8 and 9. Therefore, Claims 19 and 20 are rejected for the reasons set forth in above paragraph for claims 8 and 9.

**Referring to claims 23, 24, 25 and 26,**

Claims 23, 24, 25 and 26 are claims to a system of claims 12, 13, 14 and 15. Therefore, Claims 23, 24, 25 and 26 are rejected for the reasons set forth in above paragraph for claims 12, 13, 14 and 15.

***Conclusion***

**6. THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Ashok B. Patel whose telephone number is (703) 305-2655. The examiner can normally be reached on 8:00am-5:00pm.


If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John A Follansbee can be reached on (703) 305-8498. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

Art Unit: 2154

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Abp

\*\*\*

 JOHN FOLLANSBEE  
PATENT EXAMINER  
TECHNOLOGY CENTER 2100